

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1 1</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0003</div>		3. EFFECTIVE DATE <div style="text-align: center;">23-Aug-2002</div>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY CONTRACTING DIVISION USACE - ST PAUL 190 5TH STREET E ST PAUL MN 55101-1638		CODE <div style="text-align: center;">DACW37</div>		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACW37-02-Q-0042	
				X		9B. DATED (SEE ITEM 11) 19-Aug-2002	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE				FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> X IS NOT EXTENDED Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Attached.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES**EVALUATION OF OFFERS**

1. The Government intends to issue a purchase order to the responsible quoter whose quote conforms to the solicitation and is most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate the quotes:

- a. price;
- b. Quotes will be accepted only from offers who are offering manufactured homes from manufacturers that are licensed and bonded in Minnesota in accordance with Minnesota Statutes Chapter 327B. A current copy of the license and bond must be submitted with the quote.
- c. Quotes will be accepted only from offers who are meet the Minnesota Energy Code requirements. Documentation must be submitted with your quote to prove the manufactured homes will meet the Minnesota Energy Code requirements.
- d. Stafford Act Eligible Vendor: For the purposes of this solicitation a “Stafford Act Eligible” vendor is either a (1) corporation, business partnership, or other recognized business organization, whose primary place of business is in one of the following Minnesota counties: Kittson, Roseau, Lake of the Woods, Koochiching, Itasca, Beltrami, Clearwater, Marshall, Pennington, Red Lake, Polk, Norman, Mahnommen, Clay, Becker, Wright, and McLeod. Or (2) an individual whose domicile is in one of the following Minnesota counties: Kittson, Roseau, Lake of the Woods, Koochiching, Itasca, Beltrami, Clearwater, Marshall, Pennington, Red Lake, Polk, Norman, Mahnommen, Clay, Becker, Wright, and McLeod.
- e. Stafford Act Eligible Product: For the purposes of this solicitation a “Stafford Act Eligible” product is a manufactured product in one of the following Minnesota counties: Kittson, Roseau, Lake of the Woods, Koochiching, Itasca, Beltrami, Clearwater, Marshall, Pennington, Red Lake, Polk, Norman, Mahnommen, Clay, Becker, Wright, and McLeod.
- f. Stafford Act Evaluation Factor:

VENDOR	PRODUCT	FACTOR ADDED TO TOTAL QUOTED PRICE
Non-Stafford Act Eligible	Non-Stafford Act Eligible	10% of quote total
Non-Stafford Act Eligible	Stafford Act Eligible	5% of quote total

Stafford Act Eligible	Non-Stafford Act Eligible	5% of quote total
Stafford Act Eligible	Stafford Act Eligible	0% of quote total

- g. For purposes of evaluating the offeror's price, the Government will presume that any option items exercised will be in lots of five (10) or more (see quantity discount clause and return with quote, page 143).
- h. Capability: The manufacturer must possess the production capability to produce (manufacture) five (5) manufactured home per day. A technical description outlining how the firm's proposed production strategy will produce five (5) complete manufactured homes per day (24 hours) must be included. The total narrative must not exceed two pages.

2. *Criteria for Award Decision.* The Government intends to issue a purchase order to the responsible, technically acceptable quoter with the lowest evaluated price.

3. The Government intends to make its award decisions without discussions. Therefore, each offeror is encouraged to provide in their quote to the Government with all of the information necessary to evaluate its proposal under the evaluation factors stated above. Quoters that fail to submit all the information necessary to evaluate their quote with their initial proposal bear the risk that their quote will be rejected without discussions.

4. The all or none qualification is only applicable to the CLINs identified in the Pricing Schedule. The Government will award on an "All or None" basis. Evaluation of quotes will be based, among other factors, upon the total price quoted for all items including Option CLINs.

5. *Responsibility.* In evaluating an offeror's responsibility, the Government may consider any information submitted by the quoter or its references as well as any information obtained or maintained by the Government, including any files and databases (such as the Corps' Construction Contractor Appraisal Support System (CCASS)).

6. *To be technically acceptable:* Quoter must comply with subparagraphs b, c, and h above.

7. The Government has an existing contract for manufactured homes and may place orders under that contract as well. The Government's decision to exercise or not exercise the options under this contract will be based on:

- a. Stafford Act Preference, if any;
- b. Price; and,
- c. Ability to meet Government requirements (production).

(End of Provision)

CHANGES TO CLAUSE

Clause 52.212-4 Contract Terms and Conditions – Commercial Items (FEB 2002). In paragraph (o) warranties – Delete. A new warranties clause is provided in the technical section attached.

PROCUREMENT SPECIFICATIONS

Replace paragraph 1.6 with the following:

1.6 WARRANTY

- a) The Contractor warrants that each manufactured home supplied under this contract meets all applicable Federal and state standards and that it is merchantable and fit for use as permanent housing in the state of Minnesota. This warranty is identical to the warranty required by Minnesota Statutes 327B.02 and 327B.03 except that the warranty runs to the Government and, for any given manufactured home, commences upon acceptance of that home by the Government.
- b) In addition to the warranty described in subpart a., the contractor warrants that, for any given manufactured home, the following items will be free from any and all defects in material or workmanship for a period of 12 months from the date of acceptance of that manufactured home by the Government. If any of the following items are found to have defects in materials or workmanship during that period, the manufactured home shall be repaired or replaced at no cost to the Government.
 - 1) steel frame,
 - 1) interior and exterior walls,
 - 2) built-in cabinets,
 - 3) plumbing and electrical systems,
 - 4) floor, ceiling and roof assemblies, and
 - 5) external stairs, ramps and enclosures provided under this contract.
- c) In addition to the warranties described in subparts a. and b., the contractor shall provide the Government with the manufacture's standard commercial warranty for the following components and products (components and products without a standard commercial warranty will not be accepted) :
 - 1. windows and doors,
 - 2. floor coverings,
 - 3. plumbing fixtures,
 - 4. furnace and water heater,
 - 5. kitchen appliances,
 - 6. tires and axles.
- d) The Contractor shall also provide or pass through to Government any standard warranties that the contractor, the manufacturer, or any subcontractor or supplier customarily provide to residential consumers of manufactured homes. The Contractor shall take such actions as are necessary to make those warranties enforceable by the Government. Copies of any pass through warranties shall be provided to the Government and included in each owner's manual.
- e) Restrictions and limitations on the contractor's standard warranties:
 - 1. No disclaimer or limitation in the warranty eliminates, limits or reduces any of the Government's rights under the other terms and conditions of this contract; and

2. If there is any inconsistency between the standard warranties and any other term or condition of this contract, the remaining contract terms and conditions shall take precedence over the warranty.
- f) The Government will not complete warranty cards. The Contractor shall identify a Point of Contact for handling warranty items (normal and after duty hours) and shall provide the procedures for reporting warranty items. Warranty work will not be priced or paid separately and all warranty costs shall be included in the contract prices.

Replace paragraph 2.3(a) with the following:

2.3 EXTERIOR, WALL, CEILING, AND FLOOR COVERINGS

- a) Unit siding shall be full vinyl siding with an off-white beige color. Roof shall be manufacturer's standard materials and construction.

INSTALLATION SPECIFICATIONS

Replace paragraph 1.0 with the following:

PART 1 GENERAL

The general scope of this section involves work required to move manufactured homes from the staging area to the residential development in the City of Roseau or to other locations, and complete installation so the homes are ready for occupancy. Installation locations outside the City of Roseau are not yet determined, and the number and location will be furnished with orders.

Replace paragraph 1.5 with the following:

1.5 SCHEDULE AND DELIVERY

The Government, at its option, may issue Orders for Manufactured Home Installation (installation services). Each Order will specify the number of installations required under that Order. The Contractor shall not commence the installation services under any given Order until the Contracting Officer's Representative (COR) provides the Contractor written notice to commence the installation work. The Contractor shall initiate the installation services, at the installation site, within 3 calendar days of the date of the COR's notice. When contract options are exercised, the Government will furnish a schedule for installation completion, based on a maximum of 5 installations (including steps/ramps) per calendar day, plus mobilization time as specified above.

Add new paragraph 1.9.2(d):

1.9.2 CONTRACT LINE ITEMS

- d) Manufactured Home Installation Outside City of Roseau. Manufactured home installation outside the City of Roseau will be measured by the mileage from the staging area. Payment shall be compensation for all costs associated with hauling and installing the manufactured homes, as specified within, at alternate locations. Site preparation, including grading, driveways, underground sewer and water lines, and electric service connection panels will be completed by others.

Replace paragraph 2.1 with the following:

2.1 POTABLE WATER SERVICE LINES

Exterior water line connections shall be three-quarter inches (3/4") type K or L copper tubing (ASTM B 88), or crosslinked polyethylene (PEX) tubing (ASTM F 877).

Delete paragraph 3.2(a)(2)

~~(2) The Contractor shall use (2) 24" x 12" x 4" solid concrete blocks, reinforced with steel reinforcing bar, as a footing for each pier.~~

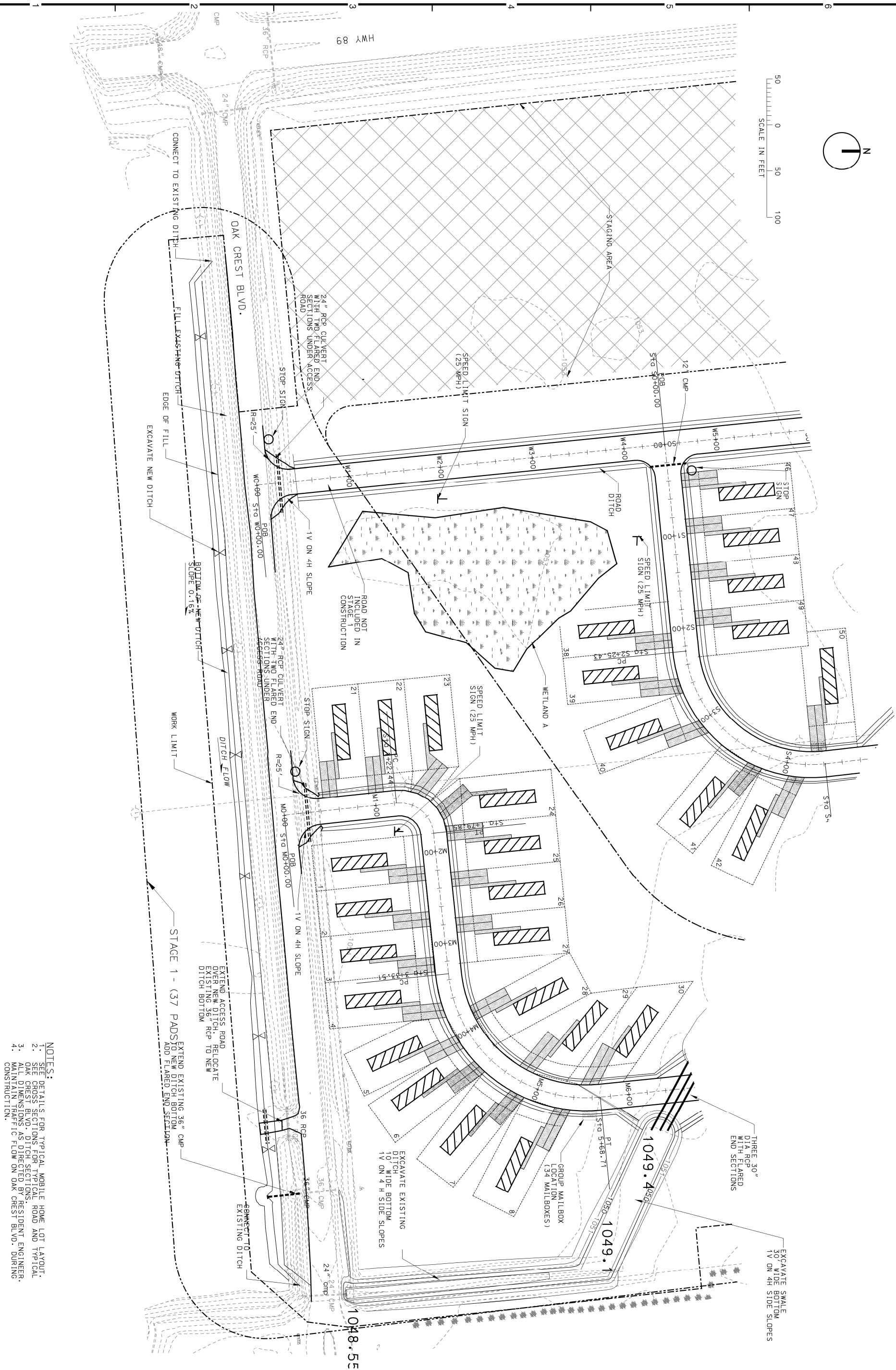
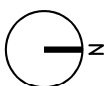
Replace paragraph 3.9(c) with the following:

3.9 HOME ACCESS STEPS AND SHELTER

- c) The step landings at the door level shall be enclosed with a roof, sides, and self-closing screen door. The screen door shall be the same dimensions as the standard manufactured home front entrance door. The enclosure shall be a prefabricated fiberglass shelter, wood framed with wood products sheathing, or wood framed with metal siding and roof, or other design approved by the Contracting Officer. The shelter shall be securely anchored to resist wind loads. This shelter will not be required for homes equipped with home access ramps.

SECTION J - ATTACHMENTS

Change "Preliminary Plans for the Site Development (4 drawings)" to "Construction Plans for the Site Development (4 drawings)"; and replace drawings with the four attached drawings.



ROSEAU TEMPORARY HOUSING
SITE DESIGN
SITE LAYOUT

DEPARTMENT OF THE ARMY
ST. PAUL, MINNESOTA
CORPS OF ENGINEERS
ST. PAUL DISTRICT

DESIGNED:	GCW
CHECKED:	XXX/XXX
DRAWN:	GCW
DESIGNED:	XXX/XXX
CHECKED:	XXX/XXX

SCALE:	DATE:
AS SHOWN	AUGUST 2002
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SOL. NO:	
DACW37-02-R-0018	
AE APPROVING OFFICIAL:	

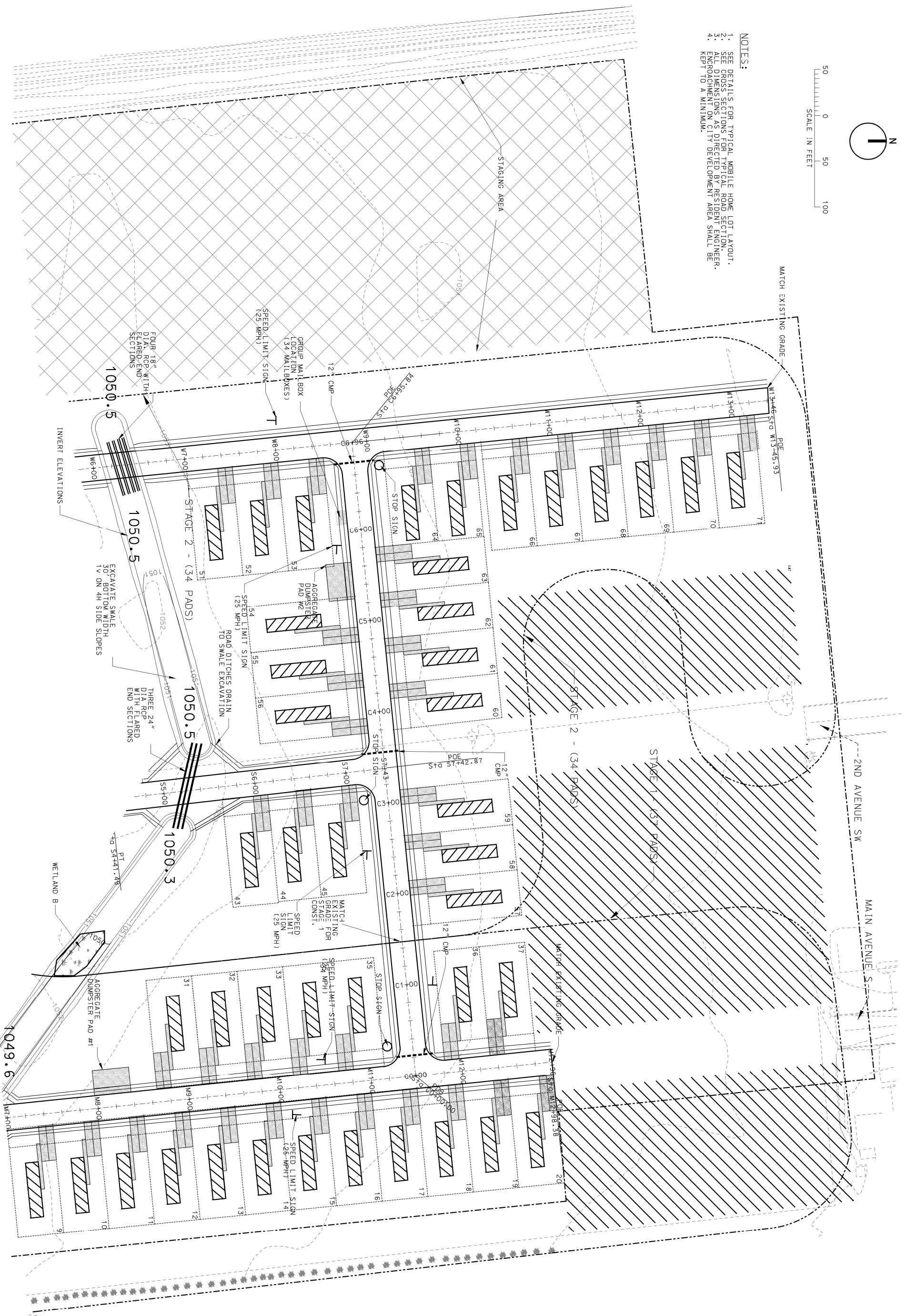
Symbol	Description	Date	Appr.



**US Army Corps
of Engineers**
St. Paul District



- NOTES:
1. SEE DETAILS FOR TYPICAL MOBILE HOME LOT LAYOUT.
 2. SEE CROSS SECTIONS FOR TYPICAL ROAD SECTION.
 3. ALL DIMENSIONS AS DIRECTED BY RESIDENT ENGINEER.
 4. ENCROACHMENT ON CITY DEVELOPMENT AREA SHALL BE KEPT TO A MINIMUM.



Symbol	Description	Date	Appr.

ROSEAU TEMPORARY HOUSING SITE 1

SITE DESIGN

SITE LAYOUT

DEPARTMENT OF THE ARMY
ST. PAUL, MINNESOTA
CORPS OF ENGINEERS
ST. PAUL DISTRICT

ED-D	DESIGNED: GCW
	CHECKED: XXX/XXX
ED-H	DRAWN: GCW
	DESIGNED: XXX/XXX
	CHECKED: XXX/XXX

SCALE:	DATE:
AS SHOWN	AUGUST 2002
CADD FILE NAME:	
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SOL. NO:	
DACW37-02-R-0018	
AE APPROVING OFFICIAL:	

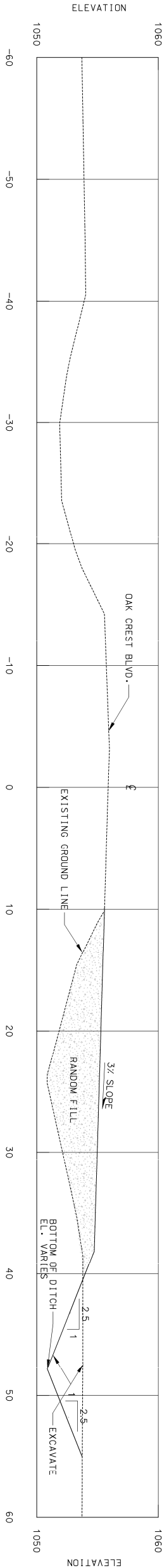
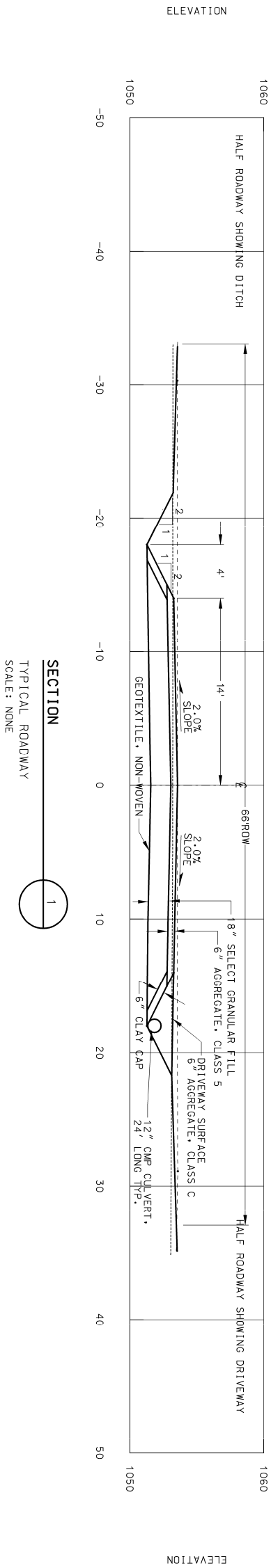
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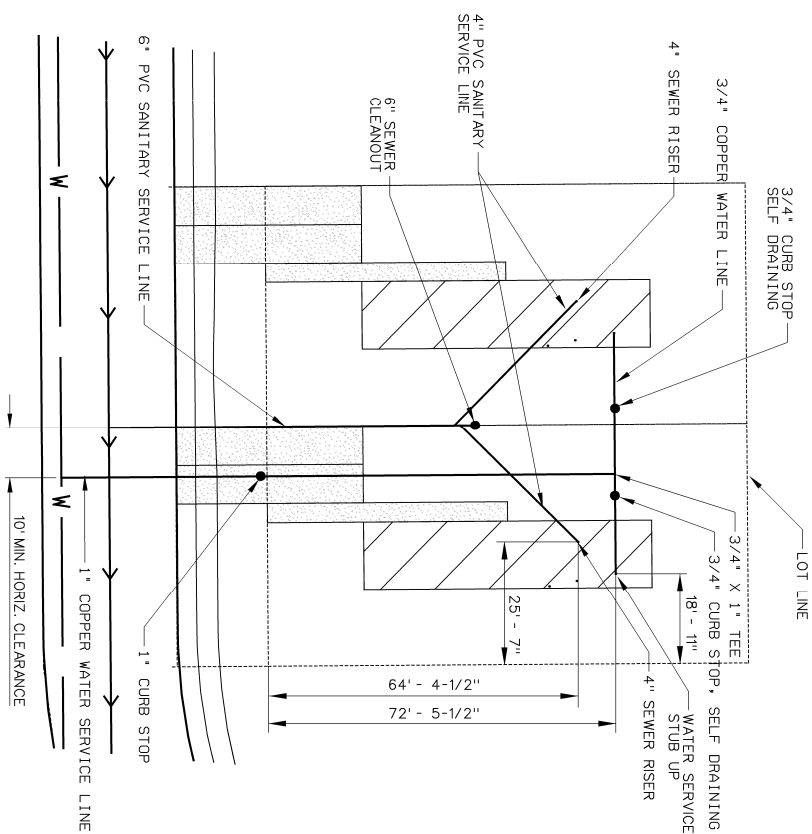
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CHECKED: XXX/XXX	CADD FILE NAME: RURC300001.DGN	
DRAWN: GCW	SOL. NO: DACW37-02-R-0018	
DESIGNED: XXX/XXX	AE APPROVING OFFICIAL:	
CHECKED: XXX/XXX		
D-03		
H-03		

DEPARTMENT OF THE ARMY
ST. PAUL, MINNESOTA
CORPS OF ENGINEERS
ST. PAUL DISTRICT

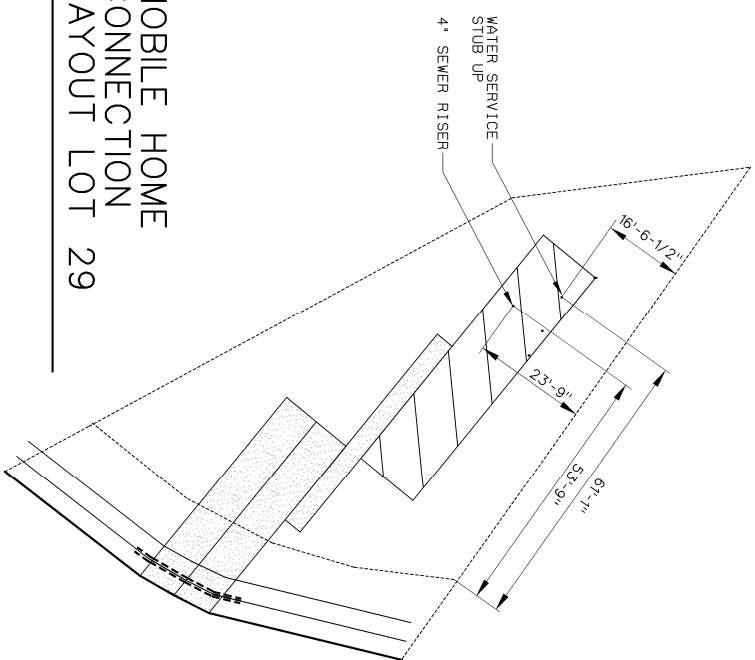
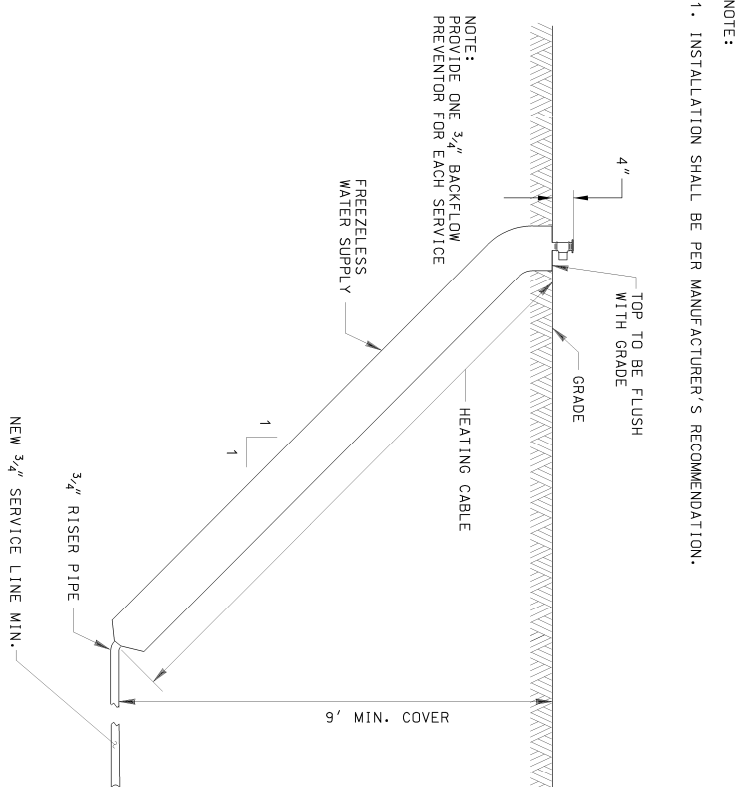
ROSEAU TEMPORARY HOUSING SITE 1
SITE DESIGN
CROSS SECTIONS

DRAWING NUMBER: R2-P- 10/101
SHT 8 OF 24






MOBILE HOME CONNECTION LAYOUT

MOBILE HOME
CONNECTION
LAYOUT LOT 29

NOTE:
1. INSTALLATION SHALL BE PER MANUFACTURER'S RECOMMENDATION.

NOTE:
PROVIDE ONE 3/4" BACKFLOW
PREVENTOR FOR EACH SERVICE

FREEZELESS
WATER SUPPLY

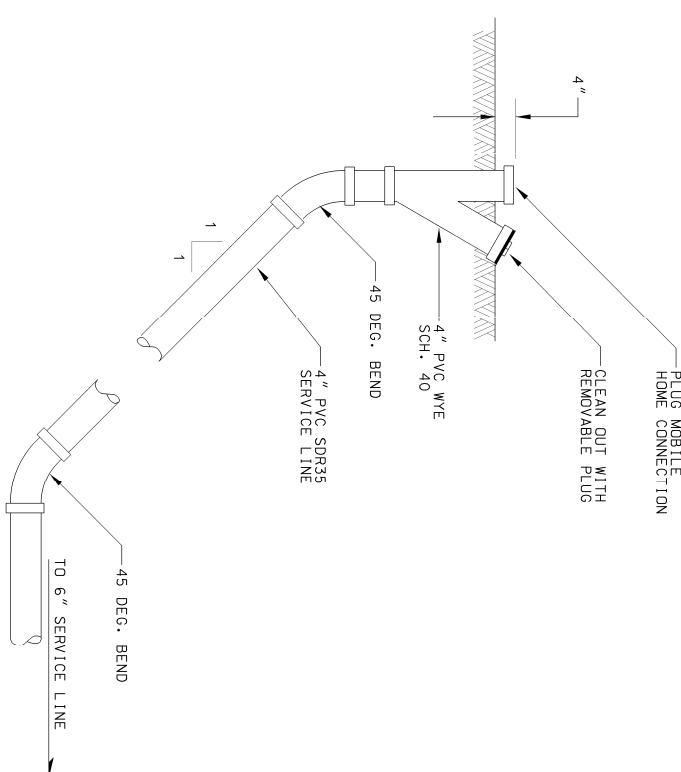
 HEATING CABLE

9' MIN. COVER

3/4" RISER PIPE _____

MOBILE HOME WATER SERVICE CONNECTION

NOT TO SCALE



MOBILE HOME SEWER SERVICE CONNECTION

NOT TO SCALE

- NOTES:**
1. 18" VERTICAL SEPARATION SHALL BE MAINTAINED FOR ALL CROSSINGS OF SEWER SERVICE LINES AND WATER SERVICE LINES.
 2. ALL SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE MINNESOTA PLUMBING CODE
 3. WHERE SEWER SERVICE LINE MUST PASS OVER THE WATER SERVICE LINE, THE SEWER SERVICE LINE MUST BE CONSTRUCTED OF A HEAVY DENSITY PIPE (PVC - C900, SDR 18). THE WATERMAIN QUALITY PIPE MUST BE AN UNCOAT SECTION OF PIPE, CENTRED AT THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING.

Symbol	Description	Date	Appr.

ED-D	DESIGNED: RHF	SCALE: AS SHOWN	DATE: AUGUST 2002
	CHECKED:	CADD FILE NAME: RUWPP023.DGN	
ED-H	DRAWN: RHF	SOL NO: DACW37-02-R-0018	
	DESIGNED:	AE APPROVING OFFICIAL:	
	CHECKED:		

DEPARTMENT OF THE ARMY
ST. PAUL, MINNESOTA
CORPS OF ENGINEERS
ST. PAUL DISTRICT

ROSEAU TEMPORARY HOUSING - SITE 1

UTILITIES

MOBILE HOME CONNECTION LAYOUT

DRAWING NUMBER:
R2-P-
77/006

SHT 19 OF 24